

LUCCA - GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply between the company Lucca (hereinafter 'Lucca'), domiciled at 13 rue Martin Bernard 75013 Paris - RCS [Trade and Companies Register] 441 637 691, and the Client (as specified in the Specific Terms and Conditions) and aim to define the terms of use of the Lucca solution(s) chosen by the Client, as described in the Specific Terms and Conditions. All of the General Terms and Conditions and Specific Terms and Conditions will hereinafter be referred to as the Contract. In case of inconsistency between the General Terms and Conditions and the Specific Terms and Conditions, the latter will prevail.

The General Terms and Conditions prevail over the terms and conditions set out in any documents issued by the Client. Lucca waiving enforcement of these terms and conditions cannot be interpreted as waiving the right to do so in the future.

1. DEFINITIONS

The words or phrases used in these General Terms and Conditions will have the meaning given in the following definitions whenever they are written with a capital letter:

1.1 Administrators: End Users responsible for the administration of the Services, having been trained by Lucca;

1.2 Contract Year: twelve (12) consecutive months;

1.3 Client: the natural or legal person who signs the Contract, as identified in the Specific Terms and Conditions;

1.4 Contract: contract between Lucca and the Client, made up of these General Terms and Conditions and the Specific Terms and Conditions;

1.5 Data: refers to information, publications and, in general, data belonging to the Client and integrated by the latter into the Subscribed Solutions;

1.6 Subscription Start Date: launch date of the Subscribed Solutions agreed at the time of signing of the Contract and mentioned in the Specific Terms and Conditions, which may be postponed under the conditions set out in article 11.1;

1.7 Initial Term: the initial term of the Contract is 12 months ;

1.8 Software: software used by Lucca to provide the Subscribed Solutions, which can be accessed by the Client via the Internet in SaaS mode, including all improvements, updates and new versions;

1.9 Working Hours: Monday to Friday from 9:00 am to 6:00 pm (Paris time, UTC/GMT + 1), excluding French public holidays;

1.10 Services: services provided by Lucca to the Client as described in Article 2 herein, including access to the Subscribed Solutions and the maintenance service;

1.11 Solutions: all of the software solutions offered by Lucca as set out in its catalogue;

1.12 Subscribed Solutions: Solutions chosen by the Client and set up according to the Client's needs, as set out in the Specific Terms and Conditions;

1.13 End Users: users of the Client who have access to the Subscribed Solutions, via a unique login and password;

1.14 Settlement Unit: settlement units defined for each Subscribed Solution and used to calculate the price of the Services, as determined in the Specific Terms and Conditions.

2. PURPOSE

The purpose of the Contract is to define the conditions under which Lucca provides Services to the Client, as well as deployment and training services.

The Services include:

- (i) usage rights for the Subscribed Solutions in SaaS mode via a dedicated URL;
- (ii) Data hosting and backup, under the conditions defined in these General Terms and Conditions and the Specific Terms and Conditions;
- (iii) maintenance services and operational assistance (hotline) as defined below; and
- (iv) providing Administrators with information on news and developments relating to the Solutions.

The Services do not include implementation services for the Subscribed Solutions or training services. If the Client subscribes to these additional chargeable services, they will be invoiced separately by Lucca to the Client, under the pricing terms agreed in the Specific Terms and Conditions.

The Client acknowledges having been given a demonstration of the Services and having been able to ask all the necessary questions, and states that the Services meet its needs. The Client also acknowledges having been informed of all the technical requirements of the Services and states that the Subscribed Solutions are compatible with its information systems.

3. USAGE RIGHTS FOR THE SUBSCRIBED SOLUTIONS

The Subscribed Solutions are hosted and managed by LUCCA and can be accessed by End Users in SaaS mode via a secure SSL connection (https) and a dedicated URL.

These usage rights for the Subscribed Solutions are granted on a non-exclusive, personal and non-transferable basis, worldwide and for the term of the Contract.

This Contract does not include any transfer of the intellectual property rights attached to all or part of the Software, which remains the sole property of Lucca or its licensors.

Lucca reserves the right, at its discretion, to release new versions, updates or upgrades of the Software and/or Subscribed Solutions, which will be uploaded as soon as they are available. It is expressly agreed that the Client will only be able to access the latest versions of the Software and the Subscribed Solutions.

4. DATA BACKUP AND HOSTING

Data is hosted by Lucca, on OVH servers. Lucca has signed a contract with OVH ensuring Data security and privacy. If Lucca decides to change host, it shall inform the Client of this under the terms of article 15.2.

The Client assumes editorial responsibility for the use of the Services. The Client undertakes not to use the Subscribed Solutions for illegal purposes or in a manner that may harm public order, Lucca's image or the rights of third parties. The Client is solely responsible for the quality, lawfulness and relevance of the Data and content it transfers for the purpose of using the Services. It also guarantees that it is the owner of intellectual property rights allowing it to use the Data and content. Consequently, Lucca assumes no liability in case of noncompliance of the Data and/or content with laws and regulations, public order or even the needs of the Client. The Client guarantees Lucca against any third-party claims as a result of the Data or use of the Subscribed Solutions that does not comply with the above commitments and shall indemnify it against any damage suffered

in respect thereof, including (but not limited to) all costs (such as legal fees) that Lucca may incur for its defence. More generally, the Client is solely responsible for the content and messages disseminated and/or downloaded via the Subscribed Solutions. The Client remains the sole owner of the Data.

The Services include (i) backup of all Data related to the use of the Subscribed Solutions from their launch and (ii) daily backup of the Client's Data relating to the Subscribed Solutions, it being specified that these backups will be stored for one (1) month, after which they will be destroyed.

5. MAINTENANCE

5.1 Corrective maintenance

Lucca shall carry out corrective maintenance on the Subscribed Solutions for the term of the Contract and shall correct any repetitive and reproducible defects preventing full execution of the Subscribed Solutions within 48 hours of them being reported in writing by an Administrator.

Access to the Subscribed Solutions may occasionally be suspended due to maintenance work required for the proper operation of the Software. In case of interruption to access the Subscribed Solutions during Working Hours for maintenance, Lucca shall inform the Client of this 48 calendar hours in advance so that the latter can take steps to avoid any disruption to its business. Lucca cannot be held liable for any impact of this unavailability on the Client's business.

5.2 Service Levels

Lucca makes the following service commitments, as part of an obligation of means:

- 99% availability of the Subscribed Solutions, 24 hours a day, 7 days a week;
- A load time of less than one second for the home page of the Subscribed Solutions.

Lucca undertakes to use all reasonable means at its disposal to ensure a good quality of access to the Subscribed Solutions and the Services under the conditions stipulated above. The Client acknowledges and accepts the nature and limits of sending information via the Internet, as well as the costs inherent in connecting to this network. It is the Client's responsibility to ensure that the technical specifications of the hardware and software it uses allow it to access the Subscribed Solutions under proper conditions, and to take all appropriate measures for protection against possible virus infection.

If the Subscribed Solutions are unavailable for more than four Working Hours per month for reasons solely attributable to Lucca, excluding planned maintenance periods, compensation equal to 10% of the monthly fee for the unavailable Subscribed Solution(s) will be due for each hour of unavailability. 'Unavailability' means the impossibility of accessing the Subscribed Solutions, even using a workaround.

This compensation is capped, each month, at an amount equivalent to one-twelfth of the yearly subscription fee paid for each of the unavailable Subscribed Solutions. This compensation is a penalty clause, intended to compensate the Client for any damage suffered as a result of the unavailability of the Subscribed Solutions.

6. OPERATIONAL ASSISTANCE (HOTLINE)

Lucca undertakes to provide Administrators with operational and technical assistance every working day from 9:00 am to 5:00 pm (Paris time, UTC/GMT + 1).

Operational and technical assistance means support intended to remedy any dysfunctions and help the Client understand the features of the Software.

It is expressly specified that tasks relating to the day-to-day administration of the Software (for example: creation of new End Users, compilation of reports, generation of preconfigured exports to the Client's accounting and payroll solutions, validation, reclassification, adjustment and, more generally, handling of the personal situations and requests of employees in the Solutions, etc.), changes to the settings of the Subscribed Solutions (for example: creation or modification of profiles or accounts) and responses to questions from End Users with regard to the use of the Subscribed Solutions are not covered by this assistance agreement, but are the sole responsibility of the Client, via its Administrators. If Lucca is asked to provide these services on behalf of the Client, they will be invoiced separately to the Client, at the rate in effect at Lucca at that time.

7. IMPLEMENTATION SERVICES FOR THE SUBSCRIBED SOLUTIONS AND TRAINING SERVICES

If the Client has subscribed to these services, Lucca shall provide the Client with implementation services for the Subscribed Solutions and training services for Administrators on the use, administration and configuration of the Subscribed Solutions, as described in the Specific Terms and Conditions.

The conditions for these services will be determined in the Specific Terms and Conditions (including financial conditions).

Each training session will include a maximum of five (5) Administrators in addition to the Lucca trainer(s).

8. DUTY OF COOPERATION

The Client undertakes to provide Lucca with all the documents required for the provision of the Services and to cooperate actively in their implementation. To this end, the Client undertakes to make itself available to approve the audit reports before setting up the Subscribed Solutions and to perform tests on the Subscribed Solutions (as provided for in the Specific Terms and Conditions) before they go into production.

The Client must also provide all documents specific to it (for example, for the integration of historical data or the determination of settings, as provided for in the Specific Terms and Conditions) within the time frames reasonably set by Lucca. The Client will be solely responsible for delays in the implementation of the Subscribed Solutions as a result of the total or partial absence of these documents and information.

The Client will also be responsible for establishing criteria for the configuration of the Subscribed Solutions provided to Lucca, as well as their compatibility with its needs and applicable regulations. In case of a change to the criteria thus defined, the Client, via an Administrator, will be solely responsible for changing the relevant settings. If Lucca is asked to provide these services on behalf of the Client, they will be invoiced separately to the

Client, at the rate in effect at Lucca at that time.

The Client states and agrees that it shall always have on its staff at least one Administrator who has completed administrator training for the Subscribed Solutions, and acknowledges and accepts that this condition is essential for the proper performance of the Contract and the implementation of operational assistance.

9. USE OF APIS

Lucca reserves the right to limit access to the APIs provided to the Client in case of use that is clearly disproportionate to the company's needs (compared to the average use of other clients of Lucca).

10. CONFIDENTIALITY OF LOGINS

Administrators will be responsible for creating new End Users and deleting the logins of End Users who no longer need to access the Subscribed Solutions. Each End User will be allocated a personal, confidential and nontransferable login and password giving him or her access to all or part of the Subscribed Solutions, in accordance with the rights defined by the Administrator who created the account.

Logins are intended to limit access to the Subscribed Solutions and protect the integrity and availability of the Subscribed Solutions, as well as the integrity, availability and privacy of Data, including Personal Data, as provided by the Client.

The End User may not under any circumstances pass on a login and access code to a third party. In any case, the Client is responsible for ensuring compliance by all End Users with the provisions herein.

In order to respect the confidentiality of these identifiers, the Client and End Users must also:

- inform an Administrator immediately in case of loss or theft of their logins. The Administrator must then reset them immediately;
- make sure they log out of their session after use and always lock their workstation whenever they leave it.

In general, the Client assumes responsibility for the security of individual workstations with access to the Subscribed Solutions.

11. DURATION AND TERMINATION

11.1 Term of the Contract

The Contract takes effect from its signing date. The 'Subscription Start Date' is the launch date of the Subscribed Solutions agreed at the time of signing of the Contract and mentioned in the Specific Terms and Conditions. It is understood, however, that in case of a delay in the launch of a Subscribed Solution for which the Client is not responsible, the Subscription Start Date will be postponed to the effective launch date of the Subscribed Solution.

At the end of the Initial Term, the Contract will renew automatically for an indefinite period. Each Party may terminate it at any time as follows:

- (i) for the Client: by email to compta@lucca.fr, or by registered letter with acknowledgement of receipt, with three (3) months' notice;
- (ii) for Lucca: by registered letter with acknowledgement of receipt, sent to the Client, with twelve (12) months' notice.

11.2 Termination for fault

Each Party may terminate the Contract automatically in case of non-compliance by the other Party with its essential obligations by registered letter with acknowledgement of receipt with thirty (30) days' notice, without prejudice to any damages that may be owed to it, or any other remedy it may exercise against the defaulting party. Lucca shall also be entitled to terminate the Contract automatically and without notice if the Client infringes its intellectual property rights and/or uses the Subscribed Solutions for illegal purposes or those not authorised herein.

In case of termination of the Contract for fault on the part of the Client, Lucca shall keep all amounts already paid by the Client without the latter being able to claim any refund and without prejudice to any other rights, including the right to damages.

11.3 Effect of termination of the Contract - Reversibility

At the end of the Contract, for whatever reason, the Client will no longer be entitled to the Services and will no longer have access to the Subscribed Solutions.

Lucca undertakes to provide the Client, at its request and for a maximum of thirty (30) days following termination of the Contract, for whatever reason, raw Data through exports in CVS format. Any specific assistance will be invoiced by Lucca for time spent at the rate in effect at Lucca at that time.

After these thirty (30) days, Lucca shall delete, or have deleted, all Data, except payslips uploaded by the Client through the 'Pagga' Solution, which will be kept for fifty (50) years from the end of the Contract. Subject to the stipulations of article 14, Lucca guarantees their availability for the same duration through the Pagga digital safety deposit box (secure internet site <https://pagga.lucca.net>) that is managed by Lucca. Lucca also guarantees that, in case of cessation of activity, the owners of payslips stored in Pagga will be informed at least three (3) months before the closure of the services to allow them to recover their payslips.

12. FINANCIAL CONDITIONS

12.1 Monthly fee owed for the Services

12.1.1 Calculation of the monthly fee

In exchange for the Services, the Client undertakes to pay Lucca a monthly fee calculated for each month as follows:

(number of Settlement Units per Subscribed Solution used in the given month by the Client) x (unit price of these Settlement Units)

The unit price of the Settlement Units of each Subscribed Solution is set out in the Specific Terms and Conditions and is unchangeable for the Initial Term. The unit price of each Subscribed Solution may subsequently be changed by Lucca, provided the Client is informed of this by any means at least (4) months before the effective date of the price change. If the Client does not accept these price changes, it may terminate the Contract with three (3) months' notice, in the formats specified in article 11.1.

For the Initial Term, the Parties also agree on a minimum monthly fee ("Minimum Monthly Fee") equal to 75% of one-twelfth of the provisional yearly amount agreed in article 12.1.2, regardless of the Client's actual usage.

12.1.2 Payment and invoicing terms for the monthly fee

Monthly fees will be invoiced yearly in advance at the start of each Contract Year, according to a usage estimate made as follows:

- For the first Contract Year, this estimate is based on headcounts provided by the Client;
- For subsequent Contract Years, this estimate is based on the usage recorded in the last month of the previous Contract Year.

The amount thus invoiced will be adjusted according to the actual usage at the end of each Contract Year and, if this date is different, at the end of the Contract, as follows:

- if the usage is higher than the estimated monthly fees paid at the start of the year, the Settlement Units used in addition to those already paid for will be invoiced to the Client;
- if the usage is lower than the estimated monthly fees paid at the start of the year (within the limits of the Minimum Monthly Fee referred to in article 12.1.1), Lucca shall deduct the amount of unused Settlement Units from the provisional yearly amount owed for the following Contract Year or, in case of termination of the Contract, shall issue a credit note and reimburse the Client for Settlement Units paid for and not used. This refund will be made within thirty (30) days of the effective termination of the Contract, subject to full payment by the Client of all amounts owed thereunder.

12.2 Provision of services (setup)

The provision of setup services not included in the Services, including implementation and training services, are invoiced according to the following schedule:

- 50% upon receipt of the order (at Contract signature)
- 50% on the Subscription Start Date.

Deployment of the Solutions is done entirely remotely (meeting by teleconference). On-site training may be provided at the Client's request if the context of the project justifies it, in which case any travel and accommodation costs will be invoiced on the basis of the costs actually incurred.

12.3 Applicable taxes

All amounts and payments owed under the Contract exclude taxes. Consequently, amounts to be paid for the performance of the Contract will be increased by VAT at the rate in effect on the date of payment and/or any other applicable taxes.

12.4 Payment terms

Invoices will be payable within 30 days of the date of invoice.

In case of late payment, and after two reminders by email without effect, Lucca may suspend access to the Services that are the subject of the unpaid invoice, automatically and with no additional formalities or notice.

All late payments will give rise to the application of late penalties, the rate of which is equal to the interest rate applied by the European Central Bank (ECB) to its most recent refinancing operation on the invoice due date, plus ten (10) percentage points, without prejudice to the application of the provisions of article 1231-6 of the French Civil Code, and a fixed sum of €40 for recovery costs, pursuant to article L441-10 of the French Commercial Code. These are payable with no need for formal notice. Lucca also reserves the right to claim additional compensation when the costs actually incurred are higher than this amount.

13. GUARANTEE

Lucca commits to taking responsibility for the Client's defence or resolving amicably any claims or actions for infringement of valid copyrights or patents (and, in general, any intellectual property rights) brought by third parties, arising from the use of the Subscribed Solutions by the Client in accordance with the terms of this Contract. If these actions have serious consequences for the use of the Subscribed Solutions by the Client, Lucca may (i) replace the Software with non-infringing software with equivalent features; (ii) change the Software and/ or Subscribed Solutions so that they are no longer infringing while maintaining equivalent features; (iii) obtain for the Client, at Lucca's expense, the right to continue using the infringing Subscribed Solutions; or (iv) if it is not feasible to take any of the steps set out above within a reasonable time frame, or if these steps prove to be commercially unreasonable, terminate the Contract and refund to the Client the monthly fees paid in advance but not used. The above are the only remedies the Client may exercise in case of actions brought by third parties. This compensation will only be awarded on condition that the Client inform Lucca, in writing, of any action brought by a third party in relation to this compensation obligation, within thirty (30) days of the date on which the Client is informed of this action. Notwithstanding the foregoing, Lucca shall be under no obligation to the Client under this Contract if the action results or arises from (i) the use of the Subscribed Solutions in combination with all or part of any software, tool, equipment or any other component not provided or recommended in writing by Lucca; (ii) the use of the Subscribed Solutions in a manner, in an environment or for purposes for which they were not designed, or against Lucca's recommendations or instructions for use; or (iii) any other changes or improvements made to the Subscribed Solutions by the Client or any other third party that have not been authorised or approved by Lucca.

14. **LIABILITY**

The Client is solely responsible for the choice and use of the Services, including any misuse of the Subscribed Solutions.

Lucca cannot under any circumstances be held liable for non-material damage of any kind, including operating loss, indirect damage, loss of information and damage caused to third parties. Lucca cannot be held liable for loss of time or disruption to production incurred in the performance of the work assigned to it herein or resulting from the total or partial failure to access the Services.

In any case, where such a restriction is permitted by law, Lucca's total liability for the performance of this Contract is expressly limited to the amounts owed by the Client for three (3) Contract Years. This clause is an essential requirement without which Lucca would not have signed this Contract.

15. **PROTECTION OF PERSONAL DATA**

The Parties undertake to comply with legal regulations applicable to the processing of Personal Data. The terms used in this article are subject to the definitions given in Regulation EU 2016/679 of the Parliament and of the Council of 27 April 2016, known as the 'General Data Protection Regulation', and amended Law no. 78-17 of 6 January 1978 on data protection.

For the purposes of this clause, 'Personal Data' has the meaning given to it in the General Data Protection Regulation.

15.1 Processing of Personal Data by the Parties as Data Controllers

The Parties may collect and process Personal Data of the other Party for the purpose of managing its clients, suppliers and potential clients or for the purpose of the application of this Contract. In such a case, the Parties are responsible for processing this Personal Data within the meaning of applicable regulations and undertake to comply therewith.

For the purpose of the performance of this Contract, Lucca shall use the Personal Data of Administrators (first name, surname and business email address only) in order to communicate with them and to provide them with the Services as well as any maintenance and training services.

Lucca's service providers may also process the Personal Data of Administrators that is strictly necessary for the performance of the work assigned to it (computing needs, electronic and postal distribution, logistics, etc.). Personal Data is collected and stored on servers of the company OVH, located in France, with which Lucca has signed a contract guaranteeing the rights of Administrators over their Personal Data.

Lucca also uses the service providers Hubspot and Salesforce to carry out direct mail campaigns. In this context, the Personal Data of Administrators that is strictly necessary for these direct mail campaigns will be transferred outside the European Union.

In all cases of the transfer of the Personal Data of Administrators to third parties, Lucca ensures that the Personal Data provided continues to benefit from a level of protection equivalent to that put in place by Lucca and requires binding commitments that their Personal Data is only processed for the purposes previously agreed to by the Client, with the required privacy and security.

If the Client does not provide such Personal Data, Lucca will be unable to comply with its contractual obligations as set out herein. Administrators will be able to unsubscribe from newsletters sent to them. However, in this case, they will not be informed of changes and new features of the Services and therefore risk not being able to benefit fully from the Solutions.

Lucca stores the Personal Data of Administrators for the time necessary to achieve the purposes for which it was collected, subject to legal possibilities for storage, requirements to keep certain Data, and/or anonymisation.

Personal Data (first name, surname and business email address only) and exchanges with Administrators will also be stored for five (5) years following the end of the execution of the Contract to allow Lucca to demonstrate compliance with its contractual obligations if necessary. It will then be permanently destroyed.

In this context, Administrators benefit from the right of access, the right to rectification, the right to erasure, the right to restrict or object to processing and the right to portability of their Personal Data. They can exercise these rights by sending an email to the following address: rgpd@lucca.fr – 13 rue Martin Bernard – 75013 Paris.

15.2 Processing of Personal Data by Lucca as a Data Processor

As part of the Services, Lucca may also process Personal Data on behalf of the Client. In this case, the Client acts as the Data Controller and Lucca as the Data Processor of the Personal Data, within the meaning of the applicable regulations.

Personal Data processed within this framework is generated for the processing purposes described in the relevant Solutions, namely management by the Client of its employees' (i) leave and absences (Figgo); (ii) expense reports (Cleemy); (iii) remuneration and hr files (Poplee); (iv) electronic payslips (Pagga) and/or (v) working time (Timmi).

To this end, Lucca undertakes:

- To keep Personal Data confidential and process it in accordance with the documented instructions of the Client within the strict framework of its use of the Services and pursuant to the purposes of the Services as chosen by the Client. If Lucca believes an instruction from the Client constitutes a breach of the General Data Protection Regulation, it shall inform the Client of this as soon as possible;
- To ensure that only Lucca employees who are duly authorised to assist in the performance and delivery of the Services have access to the Personal Data concerned;
- To take all appropriate steps to ensure that its employees who have access to confidential Personal Data respect its confidential nature, and train them in applicable data protection regulations. The security measures put in place by Lucca are available at [this link](#);
- To take appropriate technical and organisational measures to protect the Data from any unauthorised disclosure, unlawful processing of Personal Data or any loss, accidental destruction or damage. These measures will be tailored to the nature of the Data and the severity of the harm likely to occur. Despite these reasonable measures to protect Personal Data, no transmission or storage technology is infallible. Thus, pursuant to the applicable European regulations, in case of proven infringement of Personal Data, Lucca undertakes to notify the Client of this violation so that it can then notify the relevant supervisory authority and, when required by the regulations, the data subjects concerned (individually or collectively, depending on the situation). In case of a data breach, Lucca must notify the Data Controller as soon as possible, and no later than twenty-four (24) hours after becoming aware of it. Lucca also undertakes to cooperate fully with the Client to identify the causes of data breaches;
- Not to transfer any Personal Data outside European territory without first informing the Client and subject to the application of an adequate level of data protection in the territory to which the Data is transferred;
- To provide, at any time on request from the Client, a complete and up-to-date list of all its sub-processors, it being understood that the Client hereby agrees to the processing of Personal Data for the purpose of the performance of the Services. Lucca shall inform the Client of any changes relating to the sub-processor during the performance of the Services.
Lucca will do everything it can to inform the Customer of such a change at least three (3) months before its implementation, unless the subsequent change of subcontractor is justified by security reasons and/or must be implemented quickly for the purposes of the Services' proper functioning. This information may be communicated by any means (and in particular via an information message available in the software and/or by email). In case the Customer has legitimate reasons to decline the modification of the subsequent subcontractor, they shall be entitled to terminate the contract without charge under the conditions of Article 11.1.
- To this end, Lucca informs the Client that hosting of the Data is subcontracted to the company OVH on servers located in France, the company Microsoft on servers located in France, and the company green.ch AG for the Data of clients domiciled in Switzerland. If Lucca decides to move the servers through which the Personal Data transits or on which it is stored, Lucca shall first inform the Client of this;

- To obtain guarantees from any sub-processors to comply with the provisions herein. Lucca remains liable for acts or omissions of the sub-processor as though such an act or omission had been committed or omitted by Lucca itself;
- To keep a record of Personal Data processed on behalf of the Client and to provide the Client with the documents necessary to demonstrate compliance with all its obligations and allow audits to be carried out, by the Client itself or with the assistance of a third-party auditor, as well as contributing to these audits. Lucca must be given ten (10) working days' written notice of any audit carried out by the Client. This notification must specify the name of the auditor as well as the conditions for conducting the audit. Lucca may, within eight (8) working days of receipt of this notification, object to the choice of auditor selected by the Client. Lucca shall then suggest three recognised and independent audit firms that the Client may use to carry out this audit. However, the number of audits may not exceed one per 24 months. For any additional audits, Lucca will be entitled to invoice the Client for all costs borne by Lucca as a result of this audit, as well as any staff and external consultancy costs;
- To inform the Client immediately of any action or claim by an employee of the Client relating to data processing, including the exercise of rights of data subjects (right of access, right to rectification, right to erasure, right to restrict or object to processing, right to data portability, and rights in relation to automated decision-making and profiling). Lucca shall provide support to the Client on request. Lucca shall only communicate with the employee as part of his/her action with the prior written consent of the Client on the content of the communication;
- To stop processing Personal Data immediately on the expiry of this Contract under the terms provided in article 11.3. Lucca shall destroy all copies of Personal Data to which it had access and shall have them destroyed by any sub-processors.

For its part, the Client undertakes:

- To limit the Data disclosed as part of the Services to only Personal Data that is required for the purpose of their performance;
- To ensure the lawfulness of processing of Personal Data, whether or not it is sensitive within the meaning of article 9 of the General Data Protection Regulation ('Sensitive Data');
- To ensure the lawfulness, and permission of the data subjects if required, of the processing of Personal Data as part of the Services. The Client shall inform Lucca in writing before any processing of Sensitive Data through the Services. The Client is hereby informed that Lucca does not have the necessary certification for hosting health Data, which should therefore not be provided as part of the Services;
- To provide information to data subjects affected by processing operations at the time of collection of Personal Data and give them the option to exercise their rights over the Personal Data (right of access, right to rectification, right to erasure, right to restrict or object to processing, right to data portability, and rights in relation to automated decision-making and profiling);
- To provide Lucca with the necessary instructions for the processing of Personal Data, including in case of the processing of Sensitive Data;
- To ensure that individuals who have access to Personal Data through the Services comply with the security rules put in place by Lucca, keep their login and password strictly confidential and inform Lucca immediately of the loss or theft of this identifying Data.

16. CONFIDENTIALITY

Each of the Parties is obliged (i) to keep all the information it receives from the other Party confidential, including (ii) not disclosing confidential information of the other Party to any third party, other than employees or agents who need to know it; and (iii) to use confidential information of the other Party only for the purposes of exercising its rights and meeting its obligations under the terms of the Contract. Notwithstanding the foregoing, neither of the Parties shall have any obligation with regard to information that (i) has fallen or falls into the public domain through no fault of the Party receiving it; (ii) is developed independently by the Party receiving it; (iii) was known to the Party receiving it before the other Party disclosed it; (iv) is received legitimately from a third party not bound by confidentiality; or (v) has to be disclosed under the law or by the order of a court (in which case it must only be disclosed to the extent required and after informing the Party that provided it in writing). The obligations of the Parties with regard to confidential information will remain in force for the term of the Contract and, after its expiry, as long as the information concerned remains confidential for the Party disclosing it and, in any case, for five (5) years

after the expiry of the Contract. Each of the Parties must return all copies of documents and media containing confidential information of the other Party after termination of the Contract, for whatever reason. The Parties also undertake to ensure compliance with these provisions by their staff, and by any employee or third party that may be involved in any way with the Contract.

17. REFERENCES

By express agreement between the Parties, Lucca may mention the Client's name on a list of Client references, published on its website as well as in its commercial documents. The Client authorises Lucca to use its trademark and logo for the strict purposes of this communication.

18. APPLICABLE LAW/JURISDICTION/MISCELLANEOUS

This agreement is governed by French law. ANY DISPUTE THAT MAY ARISE FROM ITS VALIDITY, INTERPRETATION, PERFORMANCE AND/OR TERMINATION WILL BE SUBJECT TO THE SOLE JURISDICTION OF THE COMPETENT COURT OF PARIS.

